



GOVERNMENT OF INDIA

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CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

## Notification

The 22nd October, 2019

**No. 13/1/9661-HII(2)-2019/17287.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 47/2016, dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :

NISHA W/O SHRI ANSARI, R/O HOUSE NO.605, VILLAGE HALLOMAJRA, CHANDIGARH (Workman)

AND

1. VINDARVIND HYGINE PRODUCTS PRIVATE LIMITED, PLOT NO.98, INDUSTRIAL AREA, PHASE-2, CHANDIGARH THROUGH ITS MANAGING DIRECTOR/OCCUPIER & MANAGER.

2. VAR KEMI LINKS, PLOT NO.98, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER & MANAGER (Management)

## AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that she was appointed by management No.1 with effect from 02.04.2006 as Packer and continuously performed her duties upto 31.10.2014. Both the managements i.e. management No. 1 & 2 had taken work from the workman. The workman and her co-worker submitted joint complaint to the Assistant Labour Commissioner, Union Territory Chandigarh, ESI Department and Provident Fund Department for their legal right and against illegal practices of both the managements. The management started pressurising the workers to put signature/thumb impression on resignation and receipt of full & final payment of previous. On 31.10.2014 the management refused work to the workman along with other co-workers. Services of the workman were terminated illegally in violation of provisions of Section 25-F, 25-G & 25-H of the ID Act. Ultimately, it is prayed that the workman be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the case of the workman and filed written statement that the workman was appointed by answering management. Services of the workman were never terminated rather

( 95 )

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JATINDER KUMAR  
Date: 2020.02.06  
18:55:15 IST  
Reason: I am the issuer  
Location: Chandigarh

she left the office of answering management and did not turn up. The workman had filed case of minimum wages but the same is initiated just to harass the answering management. The workman and other are habitual in giving false complaint to various departments. Ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No.2 contested the case of the workman and filed written statement that the workman was not working with the answering management.

5. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

- (1) Whether this Court has no territorial jurisdiction to entertain & try the present industrial dispute ? OPMs
- (2) Whether the present industrial dispute is time barred ? OPMs
- (3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
- (4) Relief.

(5) During the pendency of the present industrial dispute, case taken up in Lok Adalat wherein the workman made the following statement :—

*"I have compromised the matter with the management. Today I have received cheque No.815878 dated 14.09.2019 for ₹ 40,000/- drawn on Punjab National Bank, Sector 23, Chandigarh towards full & final settlement in lieu of compensation so the matter may be disposed in the Lok Adalat Settlement deed is Exhibit 'CX'."*

In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY)

The 14-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 22nd October, 2019

**No. 13/1/9662-HII(2)-2019/17313.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 48/2016 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

INDERA DEVI W/O SHRI SHIV PARSHAD, R/O HOUSE NO. 1885, RAMDARBAR, PHASE-II, CHANDIGARH (Workman)

AND

1. VINDARVIND HYGINE PRODUCTS PRIVATE LIMITED, PLOT NO.98, INDUSTRIAL AREA, PHASE-2, CHANDIGARH THROUGH ITS MANAGING DIRECTOR/OCCUPIER & MANAGER.

2. VAR KEMI LINKS, PLOT NO.98, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER & MANAGER (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that she was appointed by management No.1 with effect from 04.05.2005 as Packer and continuously performed her duties upto 31.10.2014. Both the managements i.e. management No. 1 & 2 had taken work from the workman. The workman and her co-worker submitted joint complaint to the Assistant Labour Commissioner, Union Territory Chandigarh, ESI Department and Provident Fund Department for their legal right and against illegal practices of both the managements. The management started pressurising the workers to put signature/thumb impression on resignation and receipt of full & final payment of previous. On 31.10.2014 the management refused work to the workman along with other co-workers. Services of the workman were terminated illegally in violation of provisions of Section 25-F, 25-G & 25-H of the ID Act. Ultimately, it is prayed that the workman be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the case of the workman and filed written statement that the workman was appointed by answering management. Services of the workman were never terminated rather she left the office of answering management and did not turn up. The workman had filed case of minimum wages but the same is initiated just to harass the answering management. The workman and other are habitual in giving false complaint to various departments. Ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No. 2 contested the case of the workman and filed written statement that the workman was not working with the answering management.

5. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

- (1) Whether this Court has no territorial jurisdiction to entertain & try the present industrial dispute ? OPMs
- (2) Whether the present industrial dispute is time barred ? OPMs
- (3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
- (4) Relief.

5 During the pendency of the present industrial dispute, case taken up in Lok Adalat wherein the workman made the following statement :—

*"I have compromised the matter with the management. Today I have received cheque No.815877 dated 14.09.2019 for ₹ 40,000/- drawn on Punjab National Bank, Sector 23, Chandigarh towards full & final settlement in lieu of compensation so the matter may be disposed in the Lok Adalat Settlement deed is Exhibit 'CX'."*

In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Sd.) . . . .,

(ANSHUL BERRY)

The 14-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

## CHANDIGARH ADMINISTRATION

## LABOUR DEPARTMENT

**Notification**

The 22nd October, 2019

**No. 13/1/9663-HII(2)-2019/17281.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 49/2016 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

DEV RAJ/DES RAJ S/O SHRI RAM LAKHAN YADAV R/O HOUSE NO.539, VILLAGE NAYA GAON, TEHSIL KHARAR, DISTRICT MOHALI, PUNJAB (Workman)

AND

1. VINDARVIND HYGINE PRODUCTS PRIVATE LIMITED, PLOT NO.98, INDUSTRIAL AREA, PHASE-2, CHANDIGARH THROUGH ITS MANAGING DIRECTOR/OCCUPIER & MANAGER.

2. VAR KEMI LINKS, PLOT NO.98, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER & MANAGER (Management).

## AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by management No.1 with effect from 01.02.2009 as Operator and continuously performed his duties upto 31.10.2014. Both the managements i.e. management No.1 & 2 had taken work from the workman. The workman and his co-worker submitted joint complaint to the Assistant Labour Commissioner, Union Territory Chandigarh, ESI Department and Provident Fund Department for their legal right and against illegal practices of both the managements. The management started pressurising the workers to put signature/thumb impression on resignation and receipt of full & final payment of previous. On 31.10.2014 the management refused work to the workman along with other co-workers. Services of the workman were terminated illegally in violation of provisions of Section 25-F, 25-G & 25-H of the ID Act. Ultimately, it is prayed that the workman be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the case of the workman and filed written statement that the workman was appointed by answering management. Services of the workman were never terminated rather he left the office of answering management and did not turn up. The workman had filed case of minimum wages but the same is initiated just to harass the answering management. The workman and other are habitual in giving false complaint to various departments. Ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No.2 contested the case of the workman and filed written statement that the workman was not working with the answering management.

5. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

- (1) Whether this Court has no territorial jurisdiction to entertain & try the present industrial dispute ? OPMs
- (2) Whether the present industrial dispute is time barred ? OPMs



(3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW

(4) Relief.

5. During the pendency of the present industrial dispute, case taken up in Lok Adalat wherein learned representative for the workman made the following statement :—

"On the instructions of the workman, I have compromised the matter with the management. Today I have received cheque No.755802 dated 14.09.2019 for Rs 40,000/- drawn on Punjab National Bank, Sector 23, Chandigarh towards full & final settlement in lieu of compensation so the matter may be disposed in the Lok Adalat."

In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY)

The 14-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

## CHANDIGARH ADMINISTRATION

### LABOUR DEPARTMENT

#### Notification

The 22nd October, 2019

**No. 13/1/9664-HII(2)-2019/17284.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 50/2016 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :—

SAROJ KUMAR S/O SHRI MANI RAM, R/O HOUSE NO.1372, DEEP COMPLEX, UNION TERRITORY, CHANDIGARH (Workman)

AND

1. VINDARVIND HYGINE PRODUCTS PRIVATE LIMITED, PLOT NO. 98, INDUSTRIAL AREA, PHASE-2, CHANDIGARH THROUGH ITS MANAGING DIRECTOR/OCCUPIER & MANAGER.

2. VAR KEMI LINKS, PLOT NO.98, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH ITS PROPRIETOR /OCCUPIER & MANAGER (Management).

#### AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by management No.1 with effect from 08.11.2008 as Operator and continuously performed his duties upto 31.10.2014. Both the managements i.e. management No.1 & 2 had taken work from the workman. The workman and his co-worker submitted joint complaint to the Assistant Labour Commissioner, Union Territory, Chandigarh, ESI Department and Provident

Fund Department for their legal right and against illegal practices of both the managements. The management started pressurising the workers to put signature/thumb impression on resignation and receipt of full & final payment of previous. On 31.10.2014 the management refused work to the workman along with other co-workers. Services of the workman were terminated illegally in violation of provisions of Section 25-F, 25-G & 25-H of the ID Act. Ultimately, it is prayed that the workman be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the case of the workman and filed written statement that the workman was appointed by answering management. Services of the workman were never terminated rather he left the office of answering management and did not turn up. The workman had filed case of minimum wages but the same is initiated just to harass the answering management. The workman and other are habitual in giving false complaint to various departments. Ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No.2 contested the case of the workman and filed written statement that the workman was not working with the answering management.

5. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

- (1) Whether this Court has no territorial jurisdiction to entertain & try the present industrial dispute ? OPMs
- (2) Whether the present industrial dispute is time barred ? OPMs
- (3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
- (4) Relief.

5. During the pendency of the present industrial dispute, case taken up in Lok Adalat wherein the workman made the following statement :—

*“I have compromised the matter with the management. Today I have received cheque No.815875 dated 14.09.2019 for ₹ 40,000/- drawn on Punjab National Bank, Sector 23, Chandigarh towards full & final settlement in lieu of compensation so the matter may be disposed in the Lok Adalat Settlement deed is Exhibit ‘CX’.”*

In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY)

The 14-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

#### Notification

The 22nd October, 2019

**No. 13/1/9665-HII(2)-2019/17237.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the

undersigned hereby publish the following award bearing reference No. 51/2016 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :

GEETA @ JAMUNA DEVI W/O SHRI SHIV RAM R/O HOUSE NO.1590, VILLAGE HALLOMAJRA, CHANDIGARH (Workman)

AND

1. VINDARVIND HYGINE PRODUCTS PRIVATE LIMITED, PLOT NO.98, INDUSTRIAL AREA, PHASE-2, CHANDIGARH THROUGH ITS MANAGING DIRECTOR/OCCUPIER & MANAGER.

2. VAR KEMI LINKS, PLOT NO.98, INDUSTRIAL AREA, PHASE -II, CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER & MANAGER (Management)

#### AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that she was appointed by management No.1 with effect from 01.06.1996 as Packer and continuously performed her duties upto 31.10.2014. Both the managements i.e. management No.1 & 2 had taken work from the workman. The workman and her co-worker submitted joint complaint to the Assistant Labour Commissioner, Union Territory, Chandigarh, ESI Department and Provident Fund Department for their legal right and against illegal practices of both the managements. The management started pressurising the workers to put signature/thumb impression on resignation and receipt of full & final payment of previous. On 31.10.2014 the management refused work to the workman along with other co-workers. Services of the workman were terminated illegally in violation of provisions of Section 25-F, 25-G & 25-H of the ID Act. Ultimately, it is prayed that the workman be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the case of the workman and filed written statement that the workman was appointed by answering management. Services of the workman were never terminated rather she left the office of answering management and did not turn up. The workman had filed case of minimum wages but the same is initiated just to harass the answering management. The workman and other are habitual in giving false complaint to various departments. Ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No.2 contested the case of the workman and filed written statement that the workman was not working with the answering management.

5. From the pleadings of the parties, following issues were framed by the then Presiding Officer:—

- (1) Whether this Court has no territorial jurisdiction to entertain & try the present industrial dispute ? OPMs
- (2) Whether the present industrial dispute is time barred ? OPMs
- (3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
- (4) Relief.

5. During the pendency of the present industrial dispute, case taken up in Lok Adalat wherein the workman made the following statement:—

*"I have compromised the matter with the management. Today I have received cheque No.815880 dated 14.09.2019 for ₹ 45,000/- drawn on Punjab National Bank, Sector 23, Chandigarh towards full & final settlement in lieu of compensation so the matter may be disposed in the Lok Adalat Settlement deed is Exhibit 'CX'."*

In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY)

The 14-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 22nd October, 2019

**No. 13/1/9666-HII(2)-2019/17278.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 52/2016 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between:

BYAS S/O SHRI JITAN GUPTA R/O HOUSE NO.788, VILLAGE HALLO MAJRA,  
CHANDIGARH (Workman)

AND

1. VINDARVIND HYGINE PRODUCTS PRIVATE LIMITED, PLOT NO.98, INDUSTRIAL AREA, PHASE-2, CHANDIGARH THROUGH ITS MANAGING DIRECTOR/OCCUPIER & MANAGER.

2. VAR KEMI LINKS, PLOT NO.98, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER & MANAGER (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by management No.1 with effect from 01.01.1986 as Helper and continuously performed his duties upto 31.10.2014. Both the managements i.e. management No.1 & 2 had taken work from the workman. The workman and his co-worker submitted joint complaint to the Assistant Labour Commissioner, Union Territory, Chandigarh, ESI Department and Provident Fund Department for their legal right and against illegal practices of both the managements. The management started pressurising the workers to put signature/thumb impression on resignation and receipt of full & final payment of previous. On 31.10.2014 the management refused work to the workman along with other co-workers. Services of the workman were terminated illegally in violation of provisions of Section 25-F, 25-G & 25-H of the ID Act. Ultimately, it is prayed that the workman be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the case of the workman and filed written statement that the workman was appointed by answering management. Services of the workman were never terminated rather he left the office of answering management and did not turn up. The workman had filed case of minimum wages but the same is initiated just to harass the answering management. The workman and other are habitual in giving false complaint to various departments. Ultimately, it is prayed that the claim of the workman be dismissed.



4. Management No.2 contested the case of the workman and filed written statement that the workman was not working with the answering management.

5. From the pleadings of the parties, following issues were framed by the then Presiding Officer:—

- (1) Whether this Court has no territorial jurisdiction to entertain & try the present industrial dispute ? OPMs
- (2) Whether the present industrial dispute is time barred ? OPMs
- (3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
- (4) Relief.

5. During the pendency of the present industrial dispute, case taken up in Lok Adalat wherein the workman made the following statement :—

*"I have compromised the matter with the management. Today I have received cheque No.815879 dated 14.09.2019 for ₹ 40,000/- drawn on Punjab National Bank, Sector 23, Chandigarh towards full & final settlement in lieu of compensation so the matter may be disposed in the Lok Adalat Settlement deed is Exhibit 'CX'."*

In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY)

The 14-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 22nd October, 2019

**No. 13/1/9667-HII(2)-2019/17229.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 53/2016 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :

JEET LAL S/O SHRI BANDAN DASS, R/O HOUSE NO.1504, VIKAS NAGAR, MOULI JAGRAN, UNION TERRITORY, CHANDIGARH (Workman)

AND

1. VINDARVIND HYGINE PRODUCTS PRIVATE LIMITED, PLOT NO.98, INDUSTRIAL AREA, PHASE- 2, CHANDIGARH THROUGH ITS MANAGING DIRECTOR/OCCUPIER & MANAGER.

2. VAR KEMI LINKS, PLOT NO.98, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER & MANAGER (Management)

## AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by management No.1 with effect from 01.01.2009 as Operator and continuously performed his duties upto 31.10.2014. Both the managements i.e. management No.1 & 2 had taken work from the workman. The workman and his co-worker submitted joint complaint to the Assistant Labour Commissioner, Union Territory, Chandigarh, ESI Department and Provident Fund Department for their legal right and against illegal practices of both the managements. The management started pressurising the workers to put signature/thumb impression on resignation and receipt of full & final payment of previous. On 31.10.2014 the management refused work to the workman along with other co-workers. Services of the workman were terminated illegally in violation of provisions of Section 25-F, 25-G & 25-H of the ID Act. Ultimately, it is prayed that the workman be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the case of the workman and filed written statement that the workman was appointed by answering management. Services of the workman were never terminated rather he left the office of answering management and did not turn up. The workman had filed case of minimum wages but the same is initiated just to harass the answering management. The workman and other are habitual in giving false complaint to various departments. Ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No.2 contested the case of the workman and filed written statement that the workman was not working with the answering management.

5. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

- (1) Whether this Court has no territorial jurisdiction to entertain & try the present industrial dispute ? OPMs
- (2) Whether the present industrial dispute is time barred ? OPMs
- (3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
- (4) Relief.

5. During the pendency of the present industrial dispute, case taken up in Lok Adalat wherein the workman made the following statement:—

*"I have compromised the matter with the management. Today I have received cheque No.755805 dated 14.09.2019 for ₹ 40,000/- drawn on Punjab National Bank, Sector 23, Chandigarh towards full & final settlement in lieu of compensation so the matter may be disposed in the Lok Adalat Settlement deed is Exhibit 'CX'."*

In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY)

The 14-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 22nd October, 2019

**No. 13/1/9668-HII(2)-2019/17234.**—In exercise of the powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 61/2016 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

KAMLA DEVI W/O SHRI RAMESH, R/O HOUSE NO.988, RAMDARBAR, PHASE -II, CHANDIGARH. (Workman)

AND

1. VINDARVIND HYGINE PRODUCTS PRIVATE LIMITED, PLOT NO.98, INDUSTRIAL AREA, PHASE-2, CHANDIGARH THROUGH ITS MANAGING DIRECTOR/OCCUPIER & MANAGER.

2. VAR KEMI LINKS, PLOT NO.98, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH ITS PROPRIETOR/ OCCUPIER & MANAGER (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that she was appointed by management No.1 with effect from 01.06.1994 as Packer and continuously performed her duties upto 31.10.2014. Both the managements i.e. management No.1 & 2 had taken work from the workman. The workman and her co-worker submitted joint complaint to the Assistant Labour Commissioner, Union Territory Chandigarh, ESI Department and Provident Fund Department for their legal right and against illegal practices of both the managements. The management started pressurising the workers to put signature/thumb impression on resignation and receipt of full & final payment of previous. On 31.10.2014 the management refused work to the workman along with other co-workers. Services of the workman were terminated illegally in violation of provisions of Section 25-F, 25-G & 25-H of the ID Act. Ultimately, it is prayed that the workman be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the case of the workman and filed written statement that the workman was appointed by answering management. Services of the workman were never terminated rather she left the office of answering management and did not turn up. The workman had filed case of minimum wages but the same is initiated just to harass the answering management. The workman and other are habitual in giving false complaint to various departments. Ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No.2 contested the case of the workman and filed written statement that the workman was not working with the answering management.

5. From the pleadings of the parties, following issues were framed by the then Presiding Officer:-

- (1) Whether this Court has no territorial jurisdiction to entertain & try the present industrial dispute ? OPMs

- (2) Whether the present industrial dispute is time barred ? OPMs
- (3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
- (4) Relief.

5. During the pendency of the present industrial dispute, case taken up in Lok Adalat wherein the workman made the following statement :—

*“I have compromised the matter with the management. Today I have received cheque No.261807 dated 14.09.2019 for ₹ 50,000/- drawn on Punjab National Bank, Sector 23, Chandigarh towards full & final settlement in lieu of compensation so the matter may be disposed in the Lok Adalat Settlement deed is Exhibit ‘CX’.”*

In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY)

The 14-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 15th October, 2019

**No. 13/1/9657-HII(2)-2019/16907.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment’s Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 20/2015 dated 11.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :

HARDEEP SINGH, VILLAGE DHARAMGARH, PO LALRA, TEHSIL DERABASSI, DISTRICT MOHALI (Workman)

AND

SPEED FIAT, PLOT NO.664, INDUSTRIAL AREA, PHASE — I, CHANDIGARH THROUGH ITS MANAGER (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called ‘ID Act’).

2. Case of the workman in brief is that he was appointed by the management as Technician 2 ½ years back and he remained in uninterrupted employment up to 10.10.2014 when his services were illegally & wrongly terminated by refusing of work. He was drawing ₹ 10,500/- per month as wages. On 11.10.2014 the workman went to attend his normal duty he was refused work by the management without assigning any reason and notice. For his reinstatement he lodged a complaint dated 15.10.2014 with the Labour Inspector, Union Territory Chandigarh, who fixed number of dates for amicable settlement but the representative of the



management refused to take the workman back on duty. The workman served a demand notice dated 01.12.2014 upon the management but neither the management replied the same nor take the workman back on duty before the Conciliation Officer, Union Territory Chandigarh. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Action of the management is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages, as he remained unemployed from the date of termination to till date, with all attendant benefits and without any change in his service conditions.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had approached this Court with unclean hands as they have suppressed and concealed material facts from this Court and have just lodged a false claim to harass the management. The management maintains biometric attendance system in which the attendance is marked by affixing thumb impression of the employee at the time of entering as well as leaving the premises. The workman never came to the premises of the management on or after 12.10.2014 and had voluntarily left the job and had settled all dues by receiving his salary. The present claim is barred by limitation and is a product of abuse of process of law. This Court has no jurisdiction to entertain and try the present application as no cause of action arose in favour of the workman. On merits, it is pleaded that the workman had voluntarily left the job and proceedings before the Labour Inspector, Chandigarh was a step taken by the workman in connivance with his co-workers to achieve their ulterior motives and *mala fide* intentions to claim money through compensation from the management by misusing the law. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

- (1) Whether the present industrial dispute is time barred ? OPM
- (2) Whether this Court has no jurisdiction to entertain and try the present industrial dispute ? OPM
- (3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
- (4) Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Harbir Singh – Owner as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

#### **ISSUE No.1 &2:**

7. Onus to both these issues was on the management but learned representative for the management has not pressed this issue during the course of evidence as well as arguments. Both these issues are decided against the management being not pressed.

**ISSUE No. 3:**

8. Onus to prove this issue was on the workman and to discharge the same, the workman examined himself as AW1 and deposed that he was appointed by the management as Technician about five years back and he remained in uninterrupted employment of the management 10.10.2014 when his services were illegally & wrongly terminated by refusing work. He was drawing ₹ 10,500/- per month as wages. He further deposed that on 11.10.2014 he went to attend his normal duty but he was refused work by the management without assigning any reason & notice. After filing of complaint by him, the management had paid him his wages for 10 days of October 2014 amounting to ₹ 2,658/- on 04.11.2014 before the Labour Inspector, Chandigarh.

9. Learned representative for the workman has argued that the workman was refused work by the management without any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and no retrenchment compensation was given to the workman at the time of termination. Action of the management is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. He prayed for reinstatement of the workman with continuity of service and full back wages.

10. On the other hand, learned representative for the management has examined Shri Harbir Singh as MW1 who deposed that he was owner of M/s Speed Fiat. The workman has suppressed the material facts as he had voluntarily left the job with the management and had received the salary of ₹ 2,658/- for the period of 01.10.2014 to 10.10.2014 after deduction of leave without any protest or demur, which received on 04.11.2014 so the management had already paid the outstanding dues as full & final settlement. Copy of the cheque received is Annexure 'M1'. Plea of the workman that he was refused work without any reason and notice is false and concocted one. He further deposed that the management was constrained to finally close the unit later and omissions on the part of the workman and other technician and staff resulted into discontinuation of supply of Fiat cars to the management and cancellation of dealership of the management by the Fiat Automobiles Company.

11. Learned representative for the management has argued that the workman had voluntarily left the job and had received his full & final settlement without any protest. There is no retrenchment of service of the workman by the management. The present case is a case of voluntarily abandonment of service. He prayed for dismissal of the present industrial dispute.

12. After giving careful consideration to the rival contention of both the sides, I find that admittedly the workman was appointed as Technician and there is no dispute with regard to salary of the workman. As per averments of the workman, the management had terminated his services without issuing charge sheeted, notice and payment of retrenchment compensation. On the other hand, the management had denied the same and pleaded that the workman had left the job *suo moto* voluntarily. Now coming to the documentary evidence as well as cross-examination of the workman, it is crystal clear that the management had placed on record copy of monthly status report Exhibit 'O-1' for the period October 1, 2014 to October 31, 2014 and Mark 'A' copy of cheque whereas the workman was paid ₹ 2,658/- by the management. During his cross-examination the workman himself admitted that it is correct that as on date nothing is due and pending against the management with regard to the salary. He has not annexed any documentary evidence with his affidavit Exhibit 'AW1/A' to prove the fact that he was refused work by the management and bio metric system of attendance is install at the premises of the management and on the basis of that their attendance is maintained. He further admitted that it is correct that he had received ₹ 2,658/- before the Labour Inspector on 04.11.2014 against his outstanding salary and his accounts with regard to salary for his job in the management stands settled as on date and nothing is due and pending against the management *qua* salary. From the perusal of the cross-examination it is crystal clear that nothing is due towards the management as the management had settled whole account. The workman also stated during the cross-examination that he do not know whether the franchise of Fiat

Company is functional or not with the management as on date. It is the case of the management that the management company had already been closed. No doubt MW1 admitted this fact that no notice or charge sheet was issued to the workman but one thing is crystal clear from the statement of the workman that he *suo moto* left the job of the management and taken all his dues till date he worked with the management. There is no proof on file that he had ever sent letter to the management for joining the duties after 11.10.2014. It is proved that it is intentional abandonment on the part of the workman. Since the company has already closed so no reinstatement can be allowed to the workman. So far as retrenchment compensation is concerned admittedly the workman has received full & final settlement dues from the management. This issue is decided against the workman and in favour of the management.

#### **RELIEF :**

13. In the light of findings on the issues above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY)

The 11-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

#### **CHANDIGARH ADMINISTRATION LABOUR DEPARTMENT**

#### **Notification**

The 15th October, 2019

**No. 13/1/9658-HII(2)-2019/16892.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 21/2015 dated 11.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

ASHOK KUMAR, HOUSE NO. 570, INDIRA COLONY, SECTOR 17, PANCHKULA (Workman)

AND

SPEED FIAT, PLOT NO.664, INDUSTRIAL AREA, PHASE-I, CHANDIGARH THROUGH ITS MANAGER (Management)

#### **AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was appointed by the management as Technician on 08.03.2013 and remained in uninterrupted employment up to 13.10.2014 when his services were illegally & wrongly terminated by refusing of work. He was drawing ₹ 8,500 per month as wages. On 14.10.2014 the workman went to attend his normal duty he was refused work by the management without assigning any reason and notice. For his reinstatement he lodged a complaint dated 15.10.2014 with the Labour Inspector, Union Territory Chandigarh, who fixed number of dates for amicable settlement but the representative

of the management refused to take the workman back on duty. The workman served a demand notice dated 01.12.2014 upon the management but neither the management replied the same nor take the workman back on duty before the Conciliation Officer, Union Territory Chandigarh. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Action of the management is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages, as he remained unemployed from the date of termination to till date, with all attendant benefits and without any change in his service conditions.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had approached this Court with unclean hands as they have suppressed and concealed material facts from this Court and have just lodged a false claim to harass the management. The management maintains biometric attendance system in which the attendance is marked by affixing thumb impression of the employee at the time of entering as well as leaving the premises. The workman never came to the premises of the management on or after 14.10.2014 and had voluntarily left the job and had settled all dues by receiving its salary. The present claim is barred by limitation and is a product of abuse of process of law. This Court has no jurisdiction to entertain and try the present application as no cause of action arose in favour of the workman. On merits, it is pleaded that the workman had voluntarily left the job and proceedings before the Labour Inspector, Chandigarh was a step taken by the workman in connivance with his co-workers to achieve their ulterior motives and *mala fide* intentions to claim money through compensation from the management by misusing the law. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer:—

- (1) Whether the present industrial dispute is time barred ? OPM
- (2) Whether this Court has no jurisdiction to entertain and try the present industrial dispute ? OPM
- (3) Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
- (4) Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Harbir Singh – Owner as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows:—

**ISSUE No. 1 & 2 :**

7. Onus to both these issues was on the management but learned representative for the management has not pressed this issue during the course of evidence as well as arguments. Both these issues are decided against the management being not pressed.

**ISSUE No. 3 :**

8. Onus to prove this issue was on the workman and to discharge the same, the workman examined himself as AW1 and deposed that he was appointed by the management as Technician on 08.03.2013 and he remained in uninterrupted employment of the management 13.10.2014 when his services were illegally &



wrongly terminated by refusing work. He was drawing Rs. 8,500/- per month as wages. He further deposed that on 14.10.2014 he went to attend his normal duty but he was refused work by the management without assigning any reason & notice. After filing of complaint by him, the management had paid him his wages for 14 days of October 2014 amounting to Rs. 3,265/- on 04.11.2014 before the Labour Inspector, Chandigarh.

9. Learned representative for the workman has argued that the workman was refused work by the management without any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and no retrenchment compensation was given to the workman at the time of termination. Action of the management is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. He prayed for reinstatement of the workman with continuity of service and full back wages.

10. On the other hand, learned representative for the management has examined Shri Harbir Singh as MW1 who deposed that he was owner of M/s Speed Fiat. The workman has suppressed the material facts as he had voluntarily left the job with the management and had received the salary of ₹ 11,625/- for the period of 01.09.2014 to 13.10.2014 after deduction of leave without any protest or demur, which received on 07.11.2014 so the management had already paid the outstanding dues as full & final settlement. Copy of the cheque received is Annexure 'M1'. Plea of the workman that he was refused work without any reason and notice is false and concocted one. He further deposed that the management was constrained to finally closed the unit later and omissions on the part of the workman and other technician and staff resulted into discontinuation of supply of Fiat cars to the management and cancellation of dealership of the management by the Fiat Automobiles Company.

11. Learned representative for the management has argued that the workman had voluntarily left the job and had received his full & final settlement without any protest. There is no retrenchment of service of the workman by the management. The present case is a case of voluntarily abandonment of service. He prayed for dismissal of the present industrial dispute.

12. After giving careful consideration to the rival contention of both the sides, I find that admittedly the workman was appointed as Technician and there is no dispute with regard to salary of the workman. As per averments of the workman, the management had terminated his services without issuing charge sheeted, notice and payment of retrenchment compensation. On the other hand, the management had denied the same and pleaded that the workman had left the job *suo moto* voluntarily. Now coming to the documentary evidence as well as cross-examination of the workman, it is crystal clear that the management had placed on record copy of monthly status report Exhibit 'O-1' for the period October 1, 2014 to October 14, 2014 and Mark 'A' copy of cheque whereas the workman was paid ₹ 11,625/- by the management. During his cross-examination the workman himself admitted that it is correct that as on date nothing is due and pending against the management with regard to the salary. He has not annexed any documentary evidence with his affidavit Exhibit 'AW1/A' to prove the fact that he was refused work by the management and bio metric system of attendance is install at the premises of the management and on the basis of that their attendance is maintained. He further admitted that it is correct that he had received ₹ 3,265/- before the Labour Inspector on 04.11.2014 against his outstanding salary and his accounts with regard to salary for his job in the management stands settled as on date and nothing is due and pending against the management *qua* salary. From the perusal of the cross-examination it is crystal clear that nothing is due towards the management as the management had settled whole account. The workman also stated during the cross-examination that he do not know whether the franchise of Fiat Company is functional or not with the management as on date. It is the case of the management that the management company had already been closed. No doubt MW1 admitted this fact that no notice or charge sheet was issued to the workman but one thing is crystal clear from the statement of the workman that he *suo moto* left the job of the management and taken all his dues till date he worked with the management. There is no proof on file that he had ever sent letter to the management for joining the duties after 13.10.2014. It is proved that it is intentional abandonment on the part of the workman. Since the company has already closed so no reinstatement can be allowed to the workman. So far as retrenchment compensation is concerned admittedly

the workman has received full & final settlement dues from the management. This issue is decided against the workman and in favour of the management.

**RELIEF :**

13. In the light of findings on the issues above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

The 11-09-2019.

(Sd.) . . . .,

(ANSHUL BERRY),

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

Secretary Labour,  
Chandigarh Administration.

CHANDIGARH ADMINISTRATION  
DEPARTMENT OF SOCIAL WELFARE, WOMEN AND CHILD DEVELOPMENT

**Notification**

The 28th November, 2019

**No. SW2/RPWD-Act/2019/8546.**—In compliance with the provisions of Section 59 of The Rights of Persons with Disabilities Act, 2016, the Administrator, U.T., Chandigarh is pleased to appoint the Director Health Services, Chandigarh Administration as Appellate Authority to decide upon the appeal made by any person with disability aggrieved with decision of the certified medical authorities notified *vide* notification No.SW2/2016/4434 dated 17.05.2016 in U.T., Chandigarh.

Secretary Social Welfare,  
Women and Child Development ,  
Chandigarh Administration.

CHANDIGARH ADMINISTRATION  
DEPARTMENT OF SOCIAL WELFARE, WOMEN AND CHILD DEVELOPMENT

**Notification**

The 28th November, 2019

**No. SW2/RPWD-Act/2019/8531.**—In compliance with the provisions of Section 38 of Chapter VII - Special Provisions for Persons with Disabilities with High Support Needs under The Rights of Persons with Disabilities Act, 2016, the Administrator, U.T., Chandigarh is pleased to appoint the Secretary Health, Chandigarh Administration as Competent Authority for receiving application(s) of any person with benchmark disabilities with need of High Support for referring the same to the Assessment Board constituted for the purpose.

The Administrator, UT, Chandigarh further pleased to constitute an Assessment Board consisting of the following under the provisions of Section 38 of The Rights to Persons with Disabilities Act, 2016 as under :—

1	Director Health Services, Chandigarh Administration	..	Chairman
2	Director Technical Education, Chandigarh Administration	..	Member
3	Director Higher Education, Chandigarh Administration	..	Member
4	Director School Education, Chandigarh Administration	..	Member
5	Secretary, Chandigarh Housing Board, Chandigarh	..	Member
6	Director Transport, UT, Chandigarh	..	Member
7	Director Sports, UT, Chandigarh	..	Member
8	Director Social Welfare, Women & Child Development, Chandigarh Administration	..	Member
9	Finance & Planning Officer, Chandigarh Administration	..	Member
10	Director GRIID, Ashadeep, Sector 31, Chandigarh	..	Member
11	Head, Deptt. of Orthopedics, GMSH-16, Chandigarh	..	Member
12	Head, Deptt. of Ophthalmology, PGIMER, Chandigarh	..	Member
13	Head, Deptt. of ENT, GMCH-32, Chandigarh	..	Member
14	Head, Deptt. of Neurology, PGIMER, Sector 12, Chandigarh	..	Member
15	Special Invitee (In view of the cases to be assessed)	..	Member
16	Medical Superintendent, GMSH-16, Chandigarh	..	Member Convener

*Note :—* 1. Board shall meet atleast once every month.

2. Board shall submit its recommendation to the Competent Authority within 15 days from the date of its meeting for the purpose.
3. Board shall furnish Quarterly Progress Report to the Social Welfare Department, Women & Child Development, Chandigarh Administration.

Secretary Social Welfare,  
Women and Child Development ,  
Chandigarh Administration.

## CHANDIGARH ADMINISTRATION

## DEPARTMENT OF SOCIAL WELFARE, WOMEN AND CHILD DEVELOPMENT

**Notification**

The 28th November, 2019

**No. SW2/RPWD-Act/2019/8543.**—In continuation to earlier Notification No. Steno-SWD/NPRPD(GIA)/2008-09/9320 dated 19.11.2008 and in compliance of Section 88 of The Rights of Persons with Disabilities Act, 2016, the Administrator, UT, Chandigarh is pleased to change the nomenclature of the “Scheme for providing Financial Assistance to the NGOs, Trusts and Institutions working for the cause of Persons with Disabilities” with immediate effect as under :—

	Existing Name	Proposed Name
Name of the Scheme	Scheme for providing Financial Assistance to the NGOs, Trusts and Institutions working for the cause of Persons with Disabilities	UT Chandigarh Fund for Persons with Disabilities.

Secretary Social Welfare,  
Women and Child Development ,  
Chandigarh Administration.

## CHANDIGARH ADMINISTRATION

## DEPARTMENT OF SOCIAL WELFARE, WOMEN AND CHILD DEVELOPMENT

**Notification**

The 28th November, 2019

**No. SW2/RPWD-Act/2019/8534.**—In compliance with the provisions of Chapter IX Registration of Institutions for Persons with Disabilities and Grants to Such Institutions under The Rights of Persons with Disabilities Act, 2016 read with Rule 12 & 13 of the Chandigarh Rights to Persons with Disability Rules, 2018, the Administrator, U.T., Chandigarh is pleased to appoint :—

1. Director Social Welfare, Women & Child Development, Chandigarh Administration as Competent Authority for the purposes for Registration of Institutions for Persons with Disabilities and Grants to Such Institutions in U.T., Chandigarh.
2. Secretary Social Welfare, Women & Child Development, Chandigarh Administration as Appellate Authority for the purposes for Registration of Institutions for Persons with Disabilities and Grants to Such Institutions in U.T., Chandigarh.

Secretary Social Welfare,  
Women and Child Development ,  
Chandigarh Administration.

*"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/ public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc. "*